

3-001R

12-01

#67

PERC

AGREEMENT

BETWEEN THE BOROUGH OF CARTERET AND THE
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
BRANCH NO. 67

PREAMBLE

This Agreement, effective as of the 1st day of January, 1970, by and between the Borough of Carteret, New Jersey, hereafter referred to as "Carteret", and Local #67, Fireman's Mutual Benevolent Association, hereafter referred to as the "FMBA", is designed to maintain and promote a harmonious relationship between the Borough of Carteret and such of its employees who are within the provisions of this Agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION AND AREAS OF NEGOTIATION

Section 1. Recognition

Carteret hereby recognizes the FMBA as the exclusive representative and bargaining agent for the bargaining unit, consisting of all uniformed fire personnel within the Carteret Fire Department.

Section 2. Areas of Negotiation

Carteret, through the Mayor and Council, and the FMBA hereby agree that the FMBA has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety equipment, procedures for adjustments of disputes and grievances, and all other related matters.

ARTICLE II

FMBA NEGOTIATING COMMITTEE ITS RIGHTS AND DUTIES

Section 1.

There shall be three members of the FMBA negotiating committee. These members shall be granted leave from duty with full pay for all meetings between Carteret and the FMBA for the purpose of negotiating the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2.

There shall be two (2) members of the FMBA Grievance Committee granted leave from duty with full pay for all meetings between Carteret and the FMBA for the purpose of processing grievance

when such meetings take place at a time during which such members are scheduled to be on duty.

Section 3.

The Executive Delegate of the FMBA shall be granted leave from duty with full pay for all meetings of the FMBA State when such meetings take place at a time when such Officer is scheduled to be on duty, providing that said Delegate gives reasonable notice to his Captain to secure another employee to work in his place.

ARTICLE III

MANPOWER

Section 1. Acting Officers

Whenever any Fireman is required to serve as an Acting Captain, such employee for each day of such service shall receive the rate of pay of a Captain.

Section 2. Probationary Firemen

To enable the Borough to exercise sound discretion in the filling of positions within the Fire Department, no appointment to the position of Fireman in the Fire Department shall be deemed final and permanent until after the expiration of a period of six (6) months probationary service. During the probationary period of any employee, Carteret may terminate the employment of such employee, if during this period upon observation and consideration of his performance of duty, they shall deem him unfit for such appointment. Nothing contained herein shall be used to deny any employee of any rights or any benefits to which he may be entitled under the pension provisions of the New Jersey Police and Firemen's Pension System covering employees of the Fire Department.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 1. Hours of Work

The work week for all employees who perform fire fighting duties shall be an average of not more than forty-two (42) hours per week computed over a period of one (1) fiscal year, based on the work schedule cycle of two (2) nights of fourteen (14) hours each, followed by seventy-two (72) hours off, followed by two (2) days of ten (10) hours each, followed by twenty-four (24) hours off.

Section 2. Overtime

At the present time, no pay shall be permitted for overtime. However, this item shall be negotiated between the parties for the year 1971.

ARTICLE V

HOLIDAYS AND VACATION

Section 1. Holidays

All members of the Fire Department shall receive the following holidays annually, for which days off shall be allowed:

New Years Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
General Election Day
Veterans Day
Day for Christmas Day
Employee's Birthday
Day for Christmas Eve

Section 2. Vacation

All members of the Fire Department shall receive vacations as follows:

1st year to end of 5th year--2 weeks
6th year to end of 9th year--3 weeks
10th year to end of 14th year--4 weeks
15th year to end of 19th year--5 weeks
20th year and over -----6 weeks

Section 3

No vacation shall be granted to any Fireman during the period from December 15 to January 1, nor during Fire Prevention Week.

Section 4

Seniority in the Department shall be the basis for determining preferences for the first two vacation weeks. Requests for vacations shall be submitted no later than March 1 of any year. The vacation schedule shall be announced by April 1 of each year.

ARTICLE VI

SEVERANCE PAY

Section 1

All members of the Fire Department who have completed twenty-five (25) years of service with the Fire Department and who are eligible for retirement, upon their retirement shall receive the following severance pay:

Those members having accumulated sick time up to

and including one hundred (100) days shall be entitled to ninety (90) days pay based upon their rank at the time of their retirement.

Those members having accumulated sick time from One Hundred and One days (101) to One Hundred and Fifty (150) shall be entitled to One Hundred Ten (110) days pay based upon their rank at the time of retirement.

Those members having accumulated sick time from One Hundred and Fifty-One (151) days to Two Hundred (200) days shall be entitled to One Hundred and Thirty (130) days pay based upon their rank at the time of retirement.

Those members having accumulated sick time from Two Hundred and One (201) days to Two Hundred and Seventy-Five (275) days shall be entitled to One Hundred and Fifty (150) days pay based upon their rank at the time of retirement.

Section 2

It shall be the option of the retiring member to accept his severance pay in one lump sum or to receive the same in bi-monthly payments until the same has been exhausted,

ARTICLE VII

LEAVE OF ABSENCE

Section 1.

Any fireman may be granted a leave of absence by the superintendent of the Department provided said fireman obtains the approval of his captain and provided further that such leaves of absence shall be limited to a forty-eight (48) hour period. Such leave of absence shall be without pay. In the event further leave of absence is desired, same may be granted only by the Governing Body of the Borough. Same procedure to be applicable to shift change.

Section 2

All departmental members shall be granted three (3) days of absence with full pay in case of death involving spouse, child, mother, father, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, ^{brother-in-law}, and sister-in-law. This special leave of absence shall commence immediately following the death of such persons and is for the sole purpose of arranging and attending funeral services. In the event this leave is not taken, said leave is lost.

ARTICLE VIII

SALARY AND LONGEVITY

Section 1

The salary ranges and the effective dates for the position of Fire Superintendent, Fire Captains, and Engineers shall be as follows:

<u>RANK</u>	<u>1970 FOR YEAR/COM- MENCING 1/1/70</u>	<u>FOR YEAR 1971 COM- MENCING 1/1/71</u>
Fire Superintendent	\$10,500	\$11,600
Fire Captains	9,500	10,600
Engineers		
1st year	7,700	8,300
2nd year	8,100	8,800
3rd year	8,600	9,300
4th year	9,100	10,000

Section 2 - Longevity

In addition to the annual salary, the members of the Fire Department shall receive a salary longevity commencing January 1, 1971, as follows:

After 5 years - 1 $\frac{1}{2}$ %
After 10 years - 2%
After 15 years - 2 $\frac{1}{2}$ %
After 20 years - 3%

ARTICLE IX

GRIEVANCE PROCEDURES

Section 1

All inter-departmental grievances, constructive criticism or recommendations on the part of any fireman shall be disallowed and not permitted at any time excepting, however, in accordance with the following grievance procedure:

Step 1

Submission of grievance, constructive criticism or recommendations in writing to the fireman's captain. In case of grievance same to be submitted within five days from the date on which the grievance occurred.

Step 2

The Captain must make a decision within five (5) days of receipt of said grievance. Said decision to be in writing, a copy of same submitted to the fireman; the Fire Superintendent; the President of the FMBA; and the Councilman in charge of the Fire Department.

Step 3

Appeal from the decision of the Captain shall be permitted to the Fire Superintendent. Said appeal to be in writing within five (5) days of receipt of the decision of the Captain, a copy of same to be submitted to the Captain; the Fire Superintendent; the President of the FMBA; and the Councilman in charge of the Fire Department.

Step 4

The Fire Superintendent's decision must be made within five (5) days from receipt of the appeal. Said decision to be in writing and must be submitted to the fireman; the Captain; the President of the FMBA; and the Councilman in charge of the Fire Department.

Step 5

Appeal from the decision of the Superintendent shall be permitted to the Committee of the Council in charge of the Fire Department. Said appeal to be in writing within five (5) days of the decision of the Superintendent, a copy of same to be submitted to the Captain, the Fire Superintendent; the President of the FMBA; and each member of the Council of the Fire Committee.

Step 6

Decision by the Fire Committee must be made within ten (10) days from receipt of the appeal. Said decision to be in writing and must be submitted to the fireman involved; the Captain, the Fire Superintendent; the President of the FMBA.

Step 7

Appeal from the decision of the Fire Committee shall be permitted to the Governing Body as a whole. Said appeal to be in writing within five (5) days of receipt of the decision of the Fire Committee, a copy of same to be submitted to the Captain; the Fire Superintendent; the President of the FMBA; and the Fire Committee.

Step 8

The Governing Body shall set forth a hearing date within twenty (20) days from the Notice of Appeal.

Section 2

Nothing contained herein shall be construed to deny any individual fireman his right to and under and statute, rules and regulations or laws of this State or any of its agencies or subdivisions.

ARTICLE X

FMBA ACTIVITY PROTECTED

Section 1

Nothing shall abridge the right of any duly authorized representative of the BFMBA to represent the views of the FMBA to the citizens of the Borough on issues which effect the welfare of its members.

ARTICLE XI

HEALTH AND WELFARE

Section 1

The Borough agrees to assume the full cost of family coverage of the present New Jersey Hospital Plan including Blue Cross and Blue Shield coverage or equivalent coverage now offered to all members of the Fire Department.

Section 2

The Borough agrees to assume the full cost of Rider "J" and Major Medical.

Section 3

All members of the Fire Department shall have \$3,000.00 Life Insurance Coverage "including death benefit" immediately upon being sworn in and assuming the duties of a Fireman.

Section 4

The Borough shall maintain in full force and effect, Workmens' Compensation insurance for all firemen.

Section 5

The Borough shall provide adequate automobile liability insurance for all vehicles of the Fire Department and shall keep same in effect at all times.

ARTICLE XII

BULLETIN BOARDS

The Borough shall permit the FMBA to use a bulletin board in each Firehouse for the posting of notices concerning FMBA business and activities.

ARTICLE XIII

UNIFORM ALLOWANCE

Section 1

The Borough agrees to pay to the employees the sum of \$200.00 commencing January 1, 1970 representing

Local #63 of the FMBA does hereby agree not to seek renegotiation of the terms of this Contract until January 1972. The only phase of this Contract which is subject to re-negotiation prior thereto shall be the insurance benefits.

IN WITNESS WHEREOF, the parties have caused their names to be signed this day of 1970.

FOR THE BOROUGH OF CARTERET:

Michael Toth
MICHAEL TOTH, Mayor

John Tomczuk
JOHN TOMCZUK

Robert Szigeti
ROBERT SZIGETI

FOR THE FMBA LOCAL #67:

Anthony Semenza
ANTHONY SEMENZA, President

Gerald M. Johnson
Gerald M. Johnson
Local 67